

# EXHIBIT 136

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

STATES OF NEW YORK,  
MASSACHUSETTS,  
WASHINGTON, COLORADO,  
CONNECTICUT, DELAWARE,  
DISTRICT OF COLUMBIA,  
HAWAII, ILLINOIS, IOWA, NEW  
MEXICO, NORTH CAROLINA,  
OREGON, PENNSYLVANIA,  
RHODE ISLAND, VERMONT, and  
VIRGINIA,

Plaintiffs,

v.

DONALD TRUMP, in his official  
capacity as President of the United  
States; U.S. DEPARTMENT OF  
HOMELAND SECURITY; ELAINE  
C. DUKE, in her official capacity; U.S.  
CITIZENSHIP AND IMMIGRATION  
SERVICES; U.S. IMMIGRATION  
AND CUSTOMS ENFORCEMENT;  
and the UNITED STATES OF  
AMERICA,

Defendants.

CIVIL ACTION NO. 1:17-cv-05228  
(NGG) (JO)

### **DECLARATION OF KAREN M. HARDWICK**

I, Karen M. Hardwick, declare as follows:

1. I am the General Counsel for the University of the District of Columbia (“UDC” or the “University”). The University is a public, historically Black, land-grant institution. A pacesetter in urban education, UDC provides affordable and effective undergraduate, graduate, professional, and workplace learning opportunities accessible to all residents of the District of Columbia (the “District”).

2. I have been employed at the University as General Counsel since March 2016. My current duties generally include managing legal services for the University; providing advice and representation for the University administration; and counseling University faculty and staff regarding compliance, risk management, and District of Columbia, state and federal laws.

3. I have either personal knowledge of the matters set forth below or, with respect to those matters as to which I do not have personal knowledge, I have reviewed information gathered from University records by others within the organization.

4. With campuses across the District, the University offers vibrant learning environments that welcome diverse people, ideas, and perspectives. The mission of the University is to build a diverse generation of competitive, civically engaged scholars and leaders. UDC therefore encourages the application and enrollment of undocumented students and students granted Deferred Action for Childhood Arrivals (DACA).

5. Since the DACA program took effect in 2012, many colleges and universities, including UDC, have seen the critical benefits of this program for our students and the positive impacts on our campuses.

6. Terminating the DACA program will have a negative impact on the University, its students, faculty and staff. DACA recipients enrolled at UDC campuses are eligible for in-state tuition and local financial aid. With the likelihood that they will not be able to remain in the country or work legally upon graduation, some DACA beneficiaries may not apply or enroll at UDC in the first place. Many of those DACA students who already have enrolled may not continue their education. As a result, the University will lose revenue from the tuition current and future DACA students would have paid but for termination of the DACA program.

7. Additionally, any undergraduate or graduate programs that require employment authorization to complete elements of the program, such as paid internships or clinical placement, will be severely and adversely impacted by the loss of work authorization. Inability to work may, in certain circumstances, prevent a DACA student from meeting the academic requirements of their degree programs or related licensing requirements, especially in programs that require significant lab or field work.

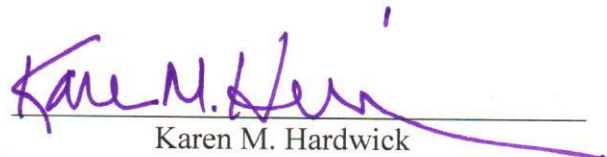
8. If new DACA students do not enroll at UDC, or if current DACA students are forced to drop out of UDC, the University will lose the benefit of the invaluable contributions and perspectives that these special young people bring to our campus communities as both students and alumni. If current DACA students are forced to drop out, UDC will also lose the value of the financial assistance and the other resources that UDC has invested in educating students who ultimately are not able to graduate.

9. The University will suffer additional tangible harm if the DACA program is terminated. UDC has already begun to experience disruption because of student uncertainty and anxiety over the future of the program.

10. On April 15, 2017, the District of Columbia enacted the UDC DREAM Amendment Act of 2016, D.C. Law 21-275. This law allows District residents, regardless of their federal immigration status, to pay in-state tuition rates and receive local financial aid for attendance at any UDC school or campus. This law is similar to those passed by sixteen (16) other states that have sought to grant undocumented students some level of tuition relief. Terminating the DACA program would undermine the effectiveness of this duly-enacted law of the District of Columbia.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: September 28, 2017

  
Karen M. Hardwick